

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF APACHE JUNCTION

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF APACHE JUNCTION, a municipal corporation hereinafter called "CITY".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

NO. 6910  
FILED WITH SECRETARY OF STATE

Date Filed 12-19-80

Assoc. M. Hoffed  
Secretary of State

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and  
\* the CITY to enter into an agreement covering the maintenance of these <sup>the</sup> ~~certain~~ State Highways known as ~~U. S. 60~~ and S. R. 88 which <sup>IS A</sup> ~~are~~ State Highways of the STATE OF ARIZONA and which traverses the said CITY OF APACHE JUNCTION over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the CITY as set forth by this agreement.

3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:

- a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.
- d. Transportation permits, such as overweight, overwidth, and over-height as prescribed by law.
- \* e. Routine maintenance of roadway, median and curb.
- f. Permits for highway right of way encroachments and use.
- g. Removal of ~~snow~~, sand, rock and other debris ~~caused by~~ <sup>from</sup> slides or other causes.
- h. Traffic control devices, including approved crosswalks, signs, striping and curb marking (except street name).

4. That the CITY shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:

- a. Sidewalks
- b. Sprinkling
- c. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.
- d. ~~Landscaping, including power & water, will be governed by separate agreement (S)~~
- e ~~g~~. Street name signs.
- X f ~~g~~. Routine sweeping and cleaning of roadway, curb and median.
- g ~~h~~. Parking signs.

5. That the CITY shall not allow ~~snow~~ *AAA*, sand, rocks or other hazardous debris to be dozed or swept onto State Highways, except as might occur temporarily during normal maintenance of intersecting streets.

6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked Exhibit "D", *— D* and by reference made a part hereof.

7. That the CITY shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The CITY will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

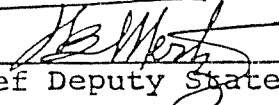
8. That the CITY will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right of way.
9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the CITY.
11. This Agreement shall be filed with the Secretary of State and shall become effective ~~on the 1st day of January, 1980, but in no event prior to its~~  
*upon* being filed with the Secretary of State.
12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
13. This Agreement shall remain in force and effect *for a period of 5 years* until midnight December 31, 1980, and shall there-

after be automatically renewed for successive periods of one <sup>5</sup>(1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.


14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.


STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:   
Chief Deputy State Engineer

ATTEST:

  
CITY CLERK

CITY OF APACHE JUNCTION

BY:   
TITLE: City Manager

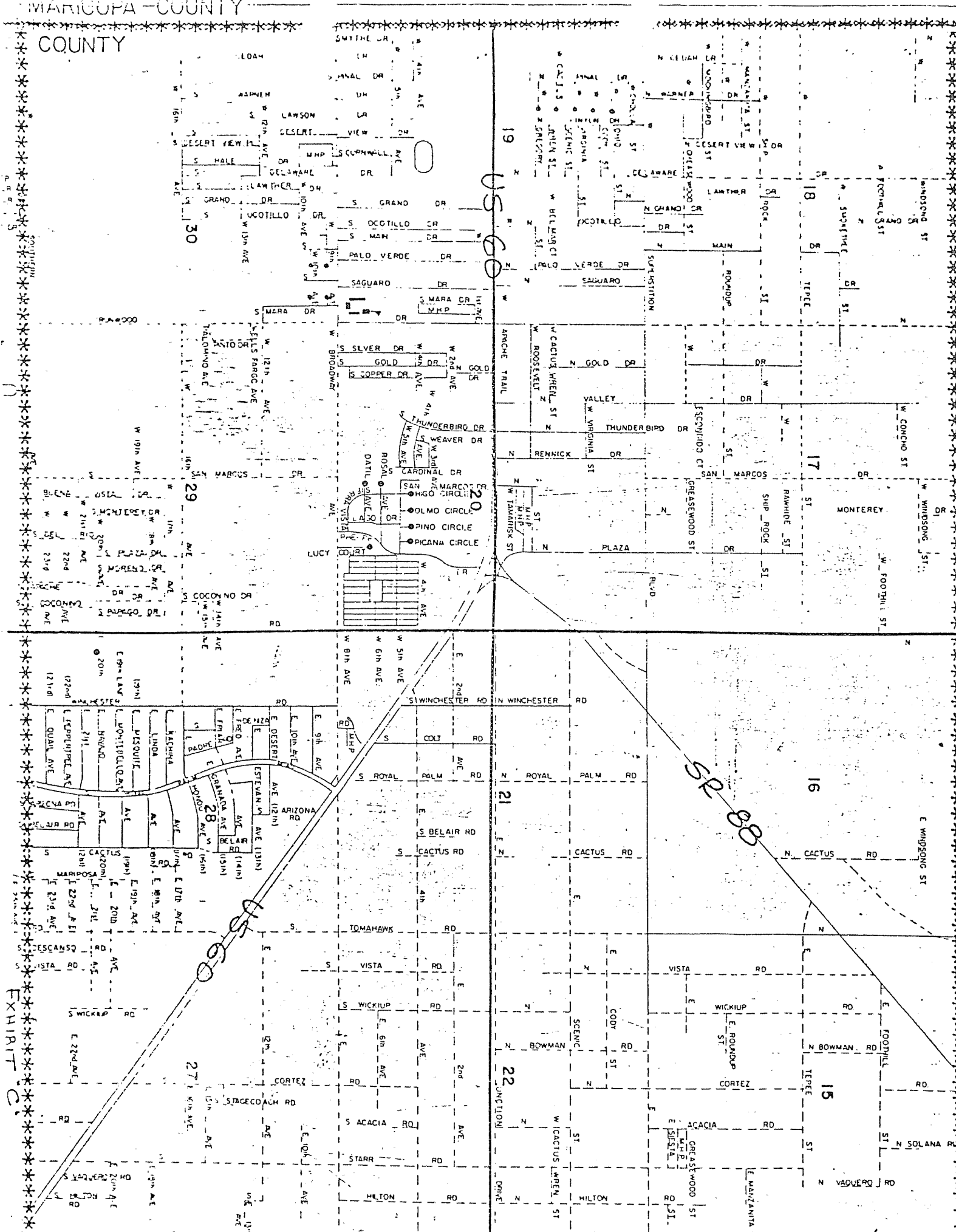
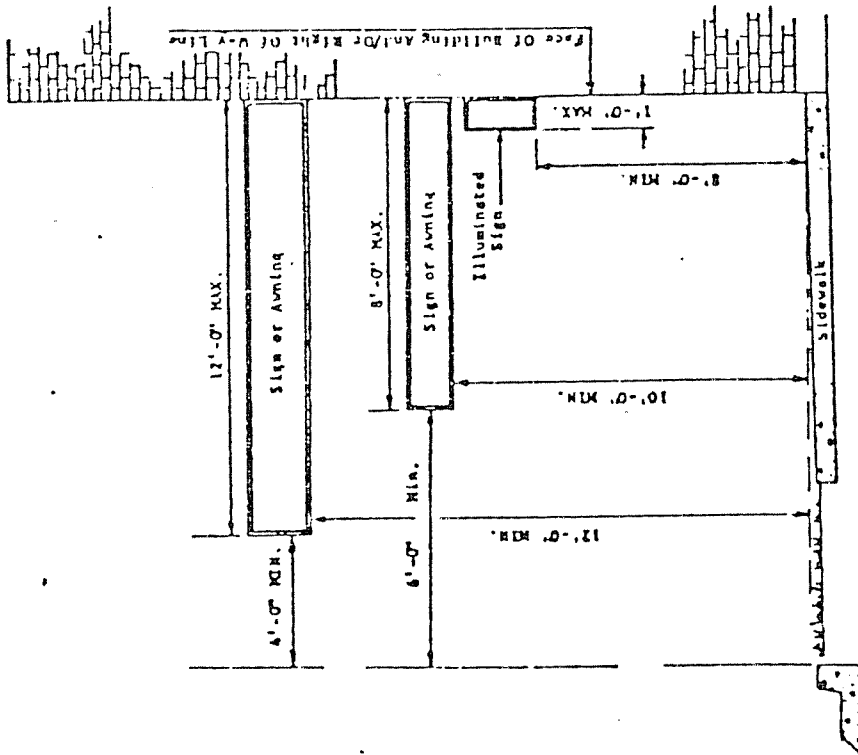


EXHIBIT C



# GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural Highway Right of Way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc., or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT REQUIRED

DESIGN APPROVED	ARIZONA
APPROVED FOR DISTRIBUTION	DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS PERMIT REGULATIONS FOR SIGNS AND MARKINGS

Exhibit "D"

CS070

NAME AND ADDRESS OF AGENCY

Carr-White Insurance, Inc.  
1801 E. Main Street  
Mesa, Arizona 85204

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** U.S. Central Underwriters

COMPANY LETTER **B** State Compensation Fund

NAME AND ADDRESS OF INSURED

City of Apache Junction  
1001 N. Idaho Road  
Apache Junction, Arizona 85220

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>GLA7342</b>	<b>7-1-81</b>	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES-OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000.	\$ 1,000.
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
<b>A</b>	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS	<b>GLA7342</b>	<b>7-1-81</b>	PERSONAL INJURY		\$ 1,000.
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	<b>AUTOMOBILE LIABILITY</b>			BODILY INJURY (EACH PERSON)	\$	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input checked="" type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000.	
	<input checked="" type="checkbox"/> NOT-OWNED					
	<b>EXCESS LIABILITY</b>			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>			STATUTORY		
	<b>OTHER</b>				\$	EACH ACCIDENT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

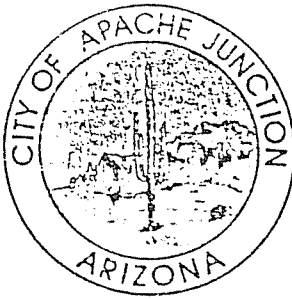
NAME AND ADDRESS OF CERTIFICATE HOLDER

State of Arizona  
Arizona Department of Transportation

DATE ISSUED: 9-30-80

*Jaime K. Schantz*  
AUTHORIZED REPRESENTATIVE

Exhibit "E"



## *City of Apache Junction*

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### C E R T I F I C A T E

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona, that as such, I have in my possession all of the original Resolutions adopted by the City Council of the City of Apache Junction; that the attached is a true and correct copy of Resolution No. 80-24 presented to the City Council on the 20th day of August, 1980 as it appears in my records.


September 30, 1980  
Date

  
Rich Oesterle  
City Clerk

RESOLUTION

BE IT RESOLVED on this 12th day of July 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Apache Junction for the purpose of defining maintenance responsibility for SR 88 within the city limits.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

RESOLUTION NO. 80-24

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE MAINTENANCE OF HIGHWAYS U.S. 60 AND S.R. 88 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT:

WHEREAS, there is a need to provide regular routine maintenance along and within the major highway transportation corridors of the City of Apache Junction.

WHEREAS, the City is determined to provide safe transportation corridors to the citizens of Apache Junction and the general public.

WHEREAS, the City desires to enhance its image, to reflect its pride in the community.

WHEREAS, the attached agreement reflects joint participation by the City and State to achieve the aforementioned.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Apache Junction, that the City enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on being filed with the Secretary of State;

BE IT FURTHER RESOLVED, that the City Manager of Apache Junction is authorized, empowered and directed to execute said agreement on behalf of the City.

PASSED this 20th day of August 1980 by the Mayor and City Council of the City of Apache Junction, Arizona.

Virginia Seeman  
Mayor

ATTEST:

Rich Crestale  
City Clerk

APPROVED AS TO FORM:

Susan D. Goodwin  
Attorney

DETERMINATION

The Office of the City Attorney of Apache Junction, Arizona has determined that the City of Apache Junction is authorized under the laws of the State of Arizona to enter into that agreement entitled Intergovernmental Maintenance Agreement between the State of Arizona and City of Apache Junction, Arizona, which Agreement was authorized at the City Council meeting of August 20, 1980 and by Resolution 80-24.

CITY OF APACHE JUNCTION

OFFICE OF THE CITY ATTORNEY

By

  
\_\_\_\_\_  
Its City Attorney



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

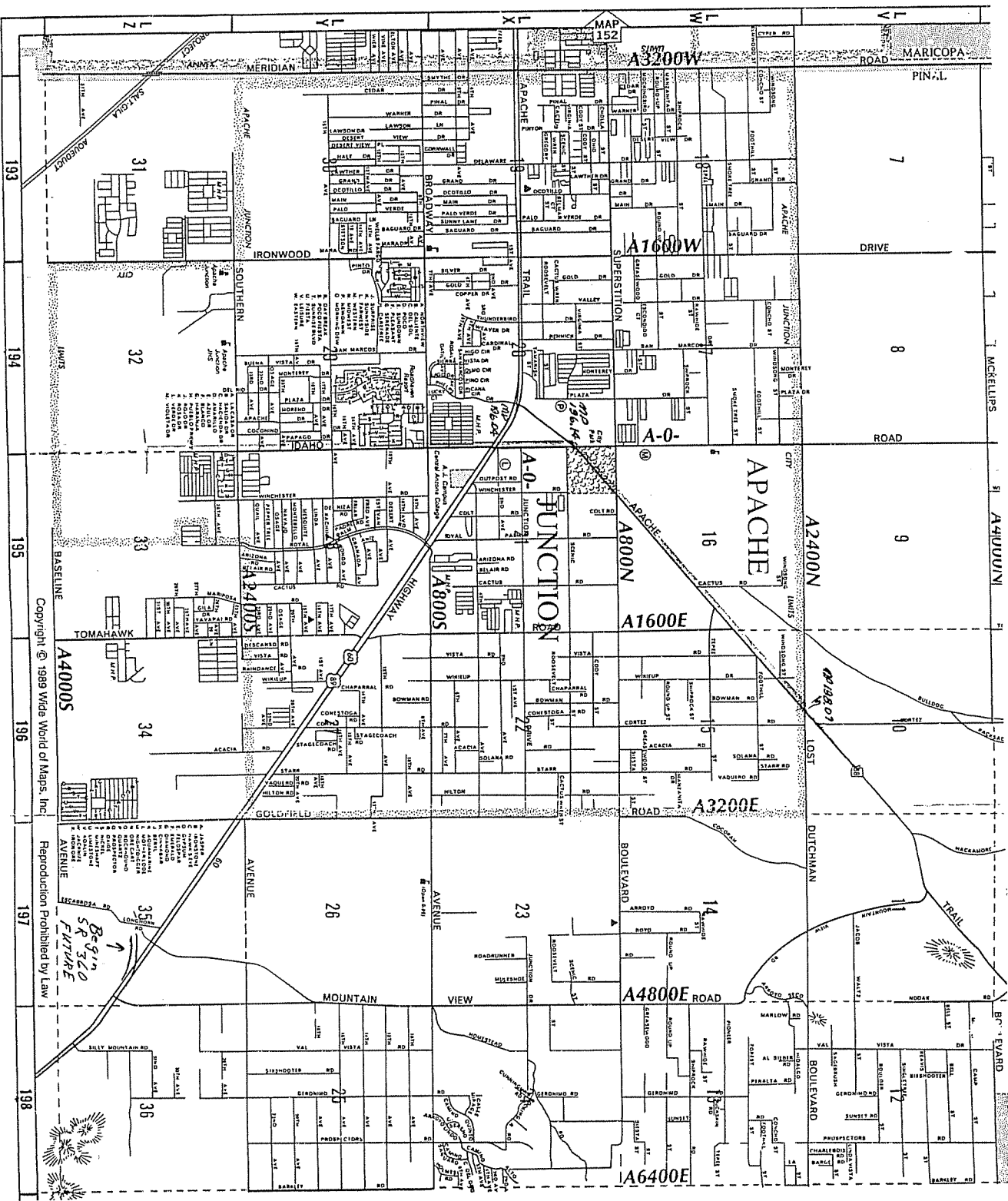
A. G. Contract No. 80-681, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17<sup>th</sup> day of October, 1980.

ROBERT K. CORBIN  
Attorney General

*Albert Morgan*  
Assistant Attorney General  
Transportation Division



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